

**University of Alabama**  
**General Terms and Conditions Regarding**  
**Development and Use of Distance Learning Instructional Materials**

These terms and conditions apply to the Memorandum of Understanding (the Agreement) between The University of Alabama, Tuscaloosa (UA), and the person listed as Instructor in the Agreement.

**Introduction**

- A. The University of Alabama desires to encourage faculty members to provide their best quality services for the production of instructional materials that may be used in conjunction with one or more courses to be offered by UA and transmitted to students by various means and at various locations.
- B. The intent of the Agreement is to assure faculty participants and UA the ability to use the course materials, as specified in these terms and conditions, for their mutual interests in promoting the best quality education, research, publication, and other scholarly endeavors. The Agreement is intended to apply to the work of full-time faculty members. UA's individual colleges and schools may desire other terms be applied to the work of part-time faculty, staff, or contractors.
- C. The Agreement recognizes the need to be consistent with applicable UA policy as stated in the Faculty Handbook (Appendix H - Determination of Rights in Copyrightable Materials at The University of Alabama), adopted by the Council of Deans and the Faculty Senate in May 2002, and with other appropriate policies of UA that may in the future become binding with respect to the course materials.
- D. Each participating instructor executes the Agreement to indicate understanding of and assent to its terms.

**I. Production of Course Materials**

- 1.1. Description and Purpose.** Each participating instructor will produce course materials as described, and according to the schedule specified, in the Agreement. For purposes of the Agreement, the course materials will include only those contributions created by the instructor. The Agreement does not address rights with respect to elements of the course created by anyone other than the instructor(s), including, without limitation, elements created by other staff members of UA or third parties. Rights to such elements of the course may be governed by applicable law, policy, or other agreement.
- 1.2. Funding and Other Support.** The financial, equipment, staff support, and other resources and benefits to assist the instructor in developing and preparing the course materials will be described in the Agreement.

## II. Rights of Use of Course Materials

**2.1. Instructor's Rights of Use.** The Agreement recognizes that course materials may be "copyrightable works" as defined in the Copyright Policy (Appendix H of the UA Faculty Handbook), including periodic amendments to the policy. UA and the instructor agree that the instructor reserves the right to use his/her individual contributions to such instructional materials, without further consent or approval from UA.

**2.2. University Rights of Use.** Subject to the restrictions set forth in this Agreement, UA may use the course materials in connection with courses offered by UA (whether credit or non-credit) with students, and for independent study by students, whether those students are located at the UA campus or are accessing the course materials at another location or through distance education. UA's rights include the right to reproduce, distribute, display, and transmit the course materials and to prepare derivative works based on the course materials. In addition to such permitted uses, UA also may, but will not be obligated to, authorize and license or sublicense third parties to use, reproduce, distribute, display, and transmit the course materials to provide or offer courses using or based on the course materials, subject to any revenue sharing as described in Article IV below.

**2.2.1. Archival Copies.** UA may retain copies of the course materials for archival purposes and make them available to students.

**2.2.2. Time Limit on University Use.** Other than rights with respect to archival copies as outlined in Section 2.2.1, the right of UA to use the course materials according to this Agreement will terminate on the date specified in the Agreement. UA's right to use the materials will continue until that date, regardless of whether or not the instructor has remained employed with UA. This termination date is based on the parties' best effort to project the likely viability of the course materials for future instruction. The parties may agree in writing at a future date to extend the termination date based on the continuing viability of the course materials and the availability of revisions or updates.

## III. Instructor's Rights of Control and Credit

**3.1. Quality, Clarity, Currency.** The instructor will have primary control of the substantive and intellectual content of the course materials, at the time of their production and during their use by UA, in a manner consistent with standards and traditions of academic freedom. As with the preparation of any other scholarly or creative works, the instructor is expected to deliver accurate and current information. UA has no obligation to continue to use any of the course materials that do not meet UA's standards of appropriate quality.

**3.2. Procedure for Updates.** In the event the course materials need supplementation or updating, the following procedure shall be followed.

**3.2.1. Written Notification by Instructor.** In the event that an instructor becomes aware of the need to produce a supplemental update to the course materials, the instructor will deliver written notification of that need to the department or college named in the Agreement. Upon delivery of written notice, the instructor and the department or college will cooperatively develop, within forty-five (45) calendar days, a written description of the nature of the update, including possible resources to be provided by UA to meet the stated need, and a timeline for accomplishment of the update.

**3.2.2. Written Notification by Department or College.** In the event that the instructor has not sent such notice, but the department or college recognizes a need to prepare a supplemental update, the

instructor's department or college, as named in the Agreement, may initiate the process by delivering a written notification of such need to the instructor. Upon delivery of written notice, the department or college and the instructor will cooperatively develop, within forty-five (45) calendar days, a written description of the nature of the update, including possible resources to be provided by UA to meet the stated need, and a timeline for accomplishment of the update.

**3.2.3. Failure to Meet Deadline or Standards.** If the updates provided for in this section are not completed within the designated time period or do not meet standards of quality and accuracy consistent with the standards for instructional works at UA, the department or college may at its discretion and expense, make such updates as they deem appropriate. UA may continue to use the course materials while any updates are pending.

**3.2.4. Inclusion in Course Materials.** Any and all updates prepared either by the instructor or UA are for purposes of this Agreement deemed to be part of the course materials.

**3.2.5. Availability of Updated Materials.** The department or college agrees to keep materials updated and available for delivery for as long as courses and programs dependent on those materials are offered by UA.

**3.3. Rights of Third Parties.** The instructor should not include in the course materials any content that the instructor knows to, or has reason to believe may, constitute libel, invasion of privacy, infringement of copyright or other literary rights, or otherwise violate the legal rights of any persons or entities who are not a party to this Agreement. To that end, each instructor has read and agrees to adhere to UA policies and guidelines applicable to copyright, fair use, and other relevant issues.

Should either an instructor or UA reasonably conclude that any of the content of the course materials may violate the rights of any third party, the procedure and the right to make revisions will be consistent with the procedures set forth in Section 3.2 above. Pending such revisions, the instructor agrees that UA will have the right to remove or revise the portions of the course materials that create the potential or alleged infringement or violations before making any further use of the course materials according to this Agreement.

**3.4. Credit for Teaching Workload, Promotion, and Tenure.** This Agreement does not address any compensation or set any standards or make any adjustments with respect to the instructor's workload, course enrollments, teaching evaluations, or teaching credit for purposes of review, promotion, tenure, or other employment duties at UA. These issues must be examined outside the context of this Agreement and may require participation by other members of the UA community.

#### **IV. Allocation of Revenues and Responsibilities**

**4.1. Allocation Between UA and an Instructor.** Should UA receive any revenues from licensing or sublicensing to third parties the right to use, reproduce, display, and transmit broadcast, sell, or otherwise distribute the course materials, the revenue will be allocated according to the terms of the Agreement. Allocable revenues will exclude tuition and fees paid by students or others to permit students to take a course using or based on the course materials. The formula for distribution specified in the Agreement allows UA to recoup its expenses associated with production and update of the course materials before allocating revenues to the Instructor.

## **4.2. Allocations Among Multiple Instructors.**

**4.2.1. Contributions Identifiably Separate.** If multiple Instructors contribute to the course materials for a single course, but their contributions are distinct and identifiably separate, each of the Instructors should enter into a separate Agreement, and each contribution will be treated separately from the others.

**4.2.2. Contributions Not Identifiably Separate.** If multiple instructors contribute to the course materials for a single course, but their contributions are intermingled and not identifiably separate, all of the instructors should collectively enter into a single Agreement with respect to the course materials. That Agreement will define the provisions, if any, among the Instructors for the allocation of their collective share of revenue among themselves. If, after a period of fourteen (14) calendar days, the instructors cannot agree among themselves on an allocation of revenue, if any is received, their collective share of revenue will be divided among the Instructors in equal shares.

**4.2.3. Rights of Collective Instructors.** The instructors should agree which of them, if any, will have authority to exercise rights given the instructors collectively under this Agreement, such as the general rights of use (Section 2.1) or the right to make updates (Section 3.1). In the event that they do not agree otherwise, this authority will be exercised by a majority decision of the multiple instructors.

**Memorandum of Understanding Regarding  
Development and Use of Distance Learning Materials**

The instructor(s) named below and the The University of Alabama, Tuscaloosa (UA), hereby enter into this Memorandum of Understanding Regarding Development and Use of Distance Learning Materials (the Agreement) and assent to be bound by the terms of the Agreement. The Agreement includes the attached General Terms and Conditions, which are expressly incorporated as part of the Agreement.

**Description of the course materials and the schedule for delivery:**

COURSE NUMBER: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

DEVELOPMENT TERM: \_\_\_\_\_

DELIVERY TERM: \_\_\_\_\_

**Funding and other support** provided for development of the materials, including support provided to the instructor(s) based on the deliverable stipulated below course development is estimated at a total compensation of \$\_\_\_\_\_ will be paid upon completion of deliverables (listed below) and final course review.

**Termination date, if any, for use of course materials:**

*Course to be used for three years following completion of development*

**Agreement, if any, regarding division of revenue:**

Based on tuition allocation agreement between the \_\_\_\_\_  
and the College of Continuing Studies

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1. Instructor Signature

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Printed Name

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Date

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2. Instructor Signature

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Printed Name

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Date

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3. Instructor Signature

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Printed Name

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Date

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4. Instructor Signature

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Printed Name

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Date

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5. Instructor Signature

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Printed Name

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Date

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Department Head

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Printed Name

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Date

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Dean

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Printed Name

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Date

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Lisa Rhiney, Associate Provost (UA)

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Printed Name

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Date

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Rebecca Pow, Associate Dean (CCS)

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Printed Name

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Date